

---

**CONTRACT**  
**In compliance with CT Public Act 16-189, An Act Concerning Student Data Privacy**

**AGREEMENT**  
**Plymouth (CT) Public Schools**  
And

**Illuminate Education, Inc.**

This Student Privacy Addendum (“Addendum”) is entered into on May 29, 2018, between Plymouth (CT) Public Schools (“PPS”) and Illuminate Education, Inc. (“Contractor”) (collectively, the “Parties”) for the purpose of identifying the obligations of the Parties relative to the confidentiality of student data exchanged between the Parties pursuant to the DnA Software Services Agreement with an effective date of May 29, 2018.

**Article I. Definitions.** For purposes of this Addendum, “directory information,” “de-identified student information,” “personally-identifiable information,” “school purposes,” “student information,” “student records,” “student-generated content,” and “targeted advertising,” shall be as defined by Public Act 16-189. “Education records” shall be defined by the Family Educational Rights and Privacy Act of 1974 (“FERPA”), codified at 20 U.S.C. § 1232g (as amended); and its implementing regulations, 34 CFR 99.1 – 99.67 (as amended).

**Article II. Purpose of Agreement:** The Parties agree that the purpose of this Addendum is to detail the obligations of both Parties relative to the safety and confidentiality of student information, student records and student-generated content (collectively, “student data”), which student data may be provided to the Contractor in connection with Contractor’s provision of one or more of the following professional and non-instructional services (check those applicable);

- Medical consultation
- Special education consultation or audit
- Academic program consultation or audit (non-special education)
- Behavior intervention/Positive behavior intervention supports consultation or audit
- Information technology consultation or audit
- Student data storage, maintenance, collection and/or analysis
- Other (explain):

**Article III. General Provisions**

- A. All student data provided or accessed pursuant to this Addendum is and remains under the control of PPS. All student data are not the property of, or under the control of, the Contractor.
- B. PPS may request that the Contractor delete student data in the Contractor's possession by sending such request to the Contractor by electronic mail. The Contractor will delete the requested student data within two (2) business days of receiving such a request.
- C. The Contractor shall not use student data for any purposes other than those authorized in this Agreement, and may not use student data for any targeted advertising.
- D. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to PPS and to notify PPS within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with PPS to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein.

**Article IV. Security and Confidentiality of Student Data.** The Contractor and PPS shall ensure that they each comply with the FERPA. Further, the Contractor shall take actions designed to ensure the security and confidentiality of student data, including but not limited to:

- A. Using technologies and methodologies consistent with the guidance issued in the American Recovery and Reinvestment Act of 2009, Public Law 111-5, § 13402(h)(2), 42 U.S.C. § 17932;
- B. Maintaining technical safeguards relating to the possession of education records in a manner consistent with 45 C.F.R. 164.312;
- C. Otherwise meeting or exceeding industry standards relating to the safeguarding of confidential information.

**Article V. Prohibited Uses of Student Data**

- A. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Addendum.
- B. The Contractor shall not retain, and PPS shall not otherwise make available any student data upon completion of the contracted services unless a student, or parent or legal guardian of a student chooses to establish or maintain an electronic account with the Contractor for the purpose of storing student-generated content.

*NOTE: An operator is defined as "any person who (A) operates an Internet web site, online service or mobile application with actual knowledge, that such Internet web site, online service or mobile application is used for school purposes and was designed and marketed for school purposes, to the extent it is engaged in the operation of such Internet web site, online service or mobile application, and (B) collects, maintains or uses student information."*



- C. During the entire effective period of this Addendum, PPS shall have control of any and all student data provided to or accessed by the Contractor. If a student, parent or guardian requests deletion of student data, the Contractor agrees to notify PPS immediately, but no later than two (2) business days after receiving such a request, and agrees to not delete such student data unless so directed by PPS. The Contractor shall destroy any and all student data within a reasonable period of time if PPS requests the deletion of such student data.
- D. The Contractor shall not collect, store, or use student data or persistent unique identifiers for purposes other than the furtherance of school purposes, as determined by PPS.
- E. The Contractor shall not sell, rent or trade student data. In the event the Contractor merges or is purchased by another entity, the Contractor must notify PPS in writing of any such merger or acquisition.

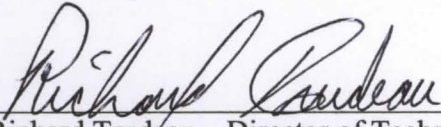
#### **Article VI. Data Breaches**

- A. Upon the discovery by the Contractor of a breach of security that results in the unauthorized release, disclosure, or acquisition of student data, or the suspicion that such a breach may have occurred, the Contractor shall provide initial notice to PPS as soon as possible, but not more than forty-eight (48) hours after such discovery (“Initial Notice”). The Initial Notice shall be delivered to the Director of Technology by electronic mail to Richard Trudeau, (richt@plymouth.k12.ct.us) and shall include the following information, to the extent known at the time of notification:
  - 1. Date and time of the breach;
  - 2. Names of student(s) whose student data was released, disclosed or acquired;
  - 3. The nature and extent of the breach;
  - 4. The Contractor’s proposed plan to investigate and remediate the breach.
- B. Upon discovery by the Contractor of a breach, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide PPS with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.
- C. The Contractor agrees to cooperate with PPS with respect to investigation of the breach.
- D. Notwithstanding the breach notifications required in this Article, the Contractor shall provide PPS with a copy of the notification that it provides to a student or the parents or guardians of such student, pursuant to Public Act 16-189. The copy of such notice shall be provided to PPS by electronic mail on the same date that it is provided to the student or parents or guardians of such student. The Parties agree that the following information shall be included in the Contractor’s notice of breach to a student or parent or guardian of a student;
  - 1. Name of the student being notified whose student data was released, disclosed or acquired, which shall not include the names of other students;
  - 2. Date and time of the breach.

**Article VIII. Choice of Law, Choice of Forum, Merger, Severability**

- A. **Choice of Law.** The parties agree that this Addendum and any disputes arising from or relating to this Addendum, including its formation and validity, shall be governed by the laws of the State of Connecticut.
- B. **Choice of Forum.** The Parties agree that any and all disputes arising from or relating to this Agreement, including its formation and validity, shall be adjudicated in a court of competent jurisdiction located in the State of Connecticut.
- C. **Amendment.** This Addendum may be changed, amended, or superseded, only upon an agreement in writing executed by both parties hereto.
- D. **Severability.** A court finding of invalidity for any provision of this Addendum does not invalidate other provisions or applications that are not affected by the finding.

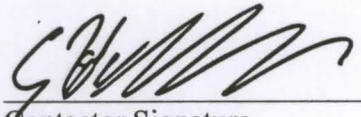
**This Addendum is effective upon execution by both parties and shall continue until June 30, 2021.**

  
\_\_\_\_\_  
Richard Trudeau – Director of Technology  
Plymouth (CT) Public Schools

6/13/18  
Date

Scott Hickson, CFO  
\_\_\_\_\_  
Contactor Name and Title (Printed)

06/07/18  
Date

  
\_\_\_\_\_  
Contactor Signature